



# Contract - Detailed

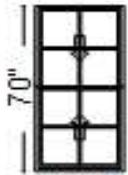
Pella Window and Door Showroom of Baton Rouge  
 15470 Airline Hwy  
 Baton Rouge, LA 70817

**Sales Rep Name:** BURGER, BRIAN  
**Sales Rep Phone:** 225-397-4720  
**Sales Rep Fax:**  
**Sales Rep E-Mail:** burgerb@pellabr.com

| Customer Information   | Project/Delivery Address  | Order Information  |
|--|---|--|
| <b>Susan Ingraham</b><br>1919 Dauphine St<br><br>New Orleans, LA 70116-1609<br><b>Primary Phone:</b> (504) 2560299<br><b>Mobile Phone:</b><br><b>Fax Number:</b><br><b>E-Mail:</b> smokeyi@cox.net<br><b>Great Plains #:</b> 1006824970<br><b>Customer Number:</b> 1010657201<br><b>Customer Account:</b> 1006824970 | <b>Susan Ingraham - 1919 Dauphine St, New Orleans,</b><br>1919 Dauphine St<br><br><b>Lot #</b><br>New Orleans, LA 70116<br><b>County:</b> | <b>Quote Name:</b> Susan Ingraham - 1919 Dauphine St, New<br><br><b>Order Number:</b> 744BVBQ4<br><b>Quote Number:</b> <b>15797610</b><br><b>Order Type:</b> Installed Sales<br><b>Payment Terms:</b> 50/40/10<br><b>Tax Code:</b> LAINSTALL1<br><b>Quoted Date:</b> 7/26/2022 |

| Line # | Location: | Attributes | Qty |
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|    |        |   |   |
|----|--------|---|---|
| 10 | Living | <b>Lifestyle, Double Hung, 34.25 X 70, Without HGP, White</b> | 1 |
|----|--------|---|---|



34.25"  
Viewed From Exterior

PK #  
2119

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**  
**Frame Size:** 34 1/4 X 70  
**General Information:** No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: **Gray**  
**Exterior Color / Finish:** **Standard Enduraclad, White**  
**Interior Color / Finish:** **Prefinished White Paint Interior**  
**Glass:** **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**  
**Hardware Options:** **Cam-Action Lock, Champagne, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor**  
**Screen:** **No Screen**  
**Performance Information:** **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, FPAS FL12952, Year Rated 08|11, Clear Opening Width 31.062, Clear Opening Height 31.75, Clear Opening Area 6.84874, Egress Meets Typical 5.7 sqft (E) (United States Only)**  
**Grille:** **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**  
**Wrapping Information:** **No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 209".**

Frame Size: 34.25" X 70"

RIW215 - Pocket Fit Installation - Single Unit

Qty 1

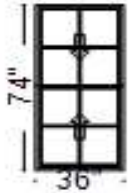
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15 Study

**Lifestyle, Double Hung, 36 X 74, Without HGP, White**

Qty

1



Viewed From Exterior

PK #  
2119

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**  
**Frame Size:** 36 X 74  
**General Information:** No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: **Gray**  
 Exterior Color / Finish: **Standard Enduraclad, White**  
 Interior Color / Finish: **Prefinished White Paint Interior**  
 Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**  
 Hardware Options: **Cam-Action Lock, Champagne, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor**  
 Screen: **No Screen**  
 Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, FPAS FL12952, Year Rated 08|11, Clear Opening Width 32.812, Clear Opening Height 33.75, Clear Opening Area 7.690312, Egress Meets Typical 5.7 sqft (E) (United States Only)**  
 Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**  
 Wrapping Information: **No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 220".**

Frame Size: 36" X 74"

RIW215 - Pocket Fit Installation - Single Unit

Qty 1

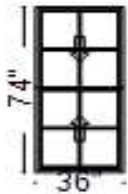
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20 Hall

**Lifestyle, Double Hung, 36 X 74, Without HGP, White**

Qty

2



Viewed From Exterior

PK #  
2119

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**  
**Frame Size:** 36 X 74  
**General Information:** No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: **Gray**  
 Exterior Color / Finish: **Standard Enduraclad, White**  
 Interior Color / Finish: **Prefinished White Paint Interior**  
 Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**  
 Hardware Options: **Cam-Action Lock, Champagne, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor**  
 Screen: **No Screen**  
 Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, FPAS FL12952, Year Rated 08|11, Clear Opening Width 32.812, Clear Opening Height 33.75, Clear Opening Area 7.690312, Egress Meets Typical 5.7 sqft (E) (United States Only)**  
 Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**  
 Wrapping Information: **No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 220".**

Frame Size: 36" X 74"

RIW215 - Pocket Fit Installation - Single Unit

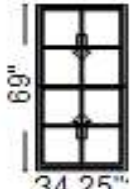
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| Line # | Location: | Attributes | Qty |
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25 Den

**Lifestyle, Double Hung, 34.25 X 69, Without HGP, White**Qty

1



Viewed From Exterior

PK #  
2119**1: Non-Standard Size Non-Standard Size Double Hung, Equal****Frame Size:** 34 1/4 X 69**General Information:** No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: **Gray**Exterior Color / Finish: **Standard Enduraclad, White**Interior Color / Finish: **Prefinished White Paint Interior**Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**Hardware Options: **Cam-Action Lock, Champagne, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor**Screen: **No Screen**Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, FPAS FL12952, Year Rated 08|11, Clear Opening Width 31.062, Clear Opening Height 31.25, Clear Opening Area 6.740885, Egress Meets Typical 5.7 sqft (E) (United States Only)**Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**Wrapping Information: **No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 207".**

Frame Size: 34.25" X 69"

RIW215 - Pocket Fit Installation - Single Unit

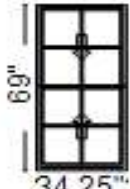
Qty 1

| Line # | Location: | Attributes | Qty |
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30 Dining

**Lifestyle, Double Hung, 34.25 X 69, Without HGP, White**Qty

1



Viewed From Exterior

PK #  
2119**1: Non-Standard Size Non-Standard Size Double Hung, Equal****Frame Size:** 34 1/4 X 69**General Information:** No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: **Gray**Exterior Color / Finish: **Standard Enduraclad, White**Interior Color / Finish: **Prefinished White Paint Interior**Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**Hardware Options: **Cam-Action Lock, Champagne, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor**Screen: **No Screen**Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, FPAS FL12952, Year Rated 08|11, Clear Opening Width 31.062, Clear Opening Height 31.25, Clear Opening Area 6.740885, Egress Meets Typical 5.7 sqft (E) (United States Only)**Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**Wrapping Information: **No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 207".**

Frame Size: 34.25" X 69"

RIW215 - Pocket Fit Installation - Single Unit

Qty 1

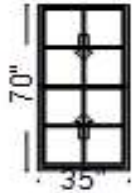
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35 Kitchen

**Lifestyle, Double Hung, 35 X 70, Without HGP, White**

Qty

1



Viewed From Exterior

PK #  
2119

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**  
**Frame Size:** 35 X 70  
**General Information:** No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: **Gray**  
 Exterior Color / Finish: **Standard Enduraclad, White**  
 Interior Color / Finish: **Prefinished White Paint Interior**  
 Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**  
 Hardware Options: **Cam-Action Lock, Champagne, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor**  
 Screen: **No Screen**  
 Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, FPAS FL12952, Year Rated 08|11, Clear Opening Width 31.812, Clear Opening Height 31.75, Clear Opening Area 7.014104, Egress Meets Typical 5.7 sqft (E) (United States Only)**  
 Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**  
 Wrapping Information: **No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 210".**

Frame Size: 35" X 70"

RIW215 - Pocket Fit Installation - Single Unit

Qty 1

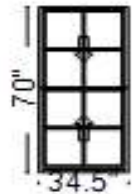
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40 BR

**Lifestyle, Double Hung, 34.5 X 70, Without HGP, White**

Qty

1



Viewed From Exterior

PK #  
2119

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**  
**Frame Size:** 34 1/2 X 70  
**General Information:** No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: **Gray**  
 Exterior Color / Finish: **Standard Enduraclad, White**  
 Interior Color / Finish: **Prefinished White Paint Interior**  
 Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**  
 Hardware Options: **Cam-Action Lock, Champagne, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor**  
 Screen: **No Screen**  
 Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, FPAS FL12952, Year Rated 08|11, Clear Opening Width 31.312, Clear Opening Height 31.75, Clear Opening Area 6.903861, Egress Meets Typical 5.7 sqft (E) (United States Only)**  
 Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**  
 Wrapping Information: **No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 209".**

Frame Size: 34.5" X 70"

RIW215 - Pocket Fit Installation - Single Unit

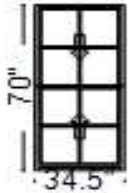
Qty 1

| Line # | Location: | Attributes | Qty |
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45 Office

**Lifestyle, Double Hung, 34.5 X 70, Without HGP, White**

1



Viewed From Exterior

PK #  
2119

**1: Non-Standard Size Non-Standard Size Double Hung, Equal**

**Frame Size:** 34 1/2 X 70

**General Information:** No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", Jambliner Color: **Gray**

**Exterior Color / Finish:** **Standard Enduraclad, White**

**Interior Color / Finish:** **Prefinished White Paint Interior**

**Glass:** **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**

**Hardware Options:** **Cam-Action Lock, Champagne, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor**

**Screen:** **No Screen**

**Performance Information:** **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00426-00003, Performance Class LC, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, FPAS FL12952, Year Rated 08|11, Clear Opening Width 31.312, Clear Opening Height 31.75, Clear Opening Area 6.903861, Egress Meets Typical 5.7 sqft (E) (United States Only)**

**Grille:** **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**

**Wrapping Information:** **No Exterior Trim, 3 11/16", 5", Factory Applied, Pella Recommended Clearance, Perimeter Length = 209".**

Frame Size: 34.5" X 70"

RIW215 - Pocket Fit Installation - Single Unit

Qty 1

Thank You For Purchasing Pella® Products

**PELLA WARRANTY:**

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

**INSYNCTIVE PRODUCTS:** In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

**Notice of Collection of Personal Information:** We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

**ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")**

**YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit [www.pella.com/arbitration](https://www.pella.com/arbitration) or e-mail to [pellawebsupport@pella.com](mailto:pellawebsupport@pella.com), with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE [PELLA.COM/ARBITRATION](https://www.pella.com/arbitration). DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](https://www.pella.com/arbitration).

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

**Product Performance Information:**

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](https://www.pella.com)

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fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to [www.pella.com/performance](http://www.pella.com/performance).

## Pella General Installation Review

### Customer Will:

- Secure permits and address any homeowner's association or historical guidelines, if required.
- Arrange to have any plumbing/electrical repairs or changes made by the appropriate licensed contractor. Homeowner is responsible for supplying electric and water.
- Arrange to have alarm system disconnected and reinstalled prior to trim installation.
- Depending on the installation detail, we cannot guarantee that the new interior trim will meet the original paint line or wallpaper (if applicable).
- Pella is not responsible for concealed structure deficiencies (rotted wood, termite damage, etc.).
- Remove and reinstall existing window treatments and window air conditioner units.
- Remove and reinstall wall hangings or art from the walls.
- Remove and reinstall exterior shutters and awnings per contract.
- Cut back or tie trees, bushes and shrubs from exterior wall.
- Depending on composite configuration, retrofit products may have less glass area than original unit.
- Cleaning of all glass, interior and exterior.

Make arrangements with crew to do a walk through at the completion of the installation.

Completion payment is due the day installation of product is substantially completed.

**Seller Will:**

Deliver and unload products.

Place drop cloths in work area.

Remove old and install new interior and exterior trim, if applicable.

Provide all equipment necessary to install products.

Cut all wood and other materials outside the home.

Install all products on the contract.

Fill all nail holes.

Insulate and caulk on exterior.

Confirm that all products are in working order and demonstrate proper operation.

Remove drop clothes, vacuum, and remove all debris.

Work to be performed during normal working hours of 7:00 a.m. to 5:00 pm Monday-Friday, unless other arrangements are made.

**This sales agreement consists of and is subject to the Terms and Conditions set forth on subsequent pages of this document as well as the terms and conditions of the applicable Pella Products Limited Warranties available at [www.pella.com/warranty](http://www.pella.com/warranty) <<<http://www.pella.com/warranty>>> and Seller's Installation Limited Warranty and Service Agreement and Seller's Finish Limited Warranty (if Seller is providing finishing services) and referred to collectively as the "Contract". Please read the entire Contract carefully before signing. Contract must be signed within thirty (30) days of the Quoted Date for pricing to remain firm. Contract becomes binding only upon execution by PWD-Baton Rouge, LLC ("Pella Windows and Doors" or "Seller") management.**

**If the home was built prior to 1978, the Buyer(s) has been provided with a "Protect your Family from Lead in your Home" brochure: (int.) \_\_\_\_\_**

**Buyer(s) understands the Pella Care Guarantee is the Seller's Installation Limited Warranty and Service Agreement and Pella Product Limited Warranty(ies) (int.)\_\_\_\_\_**



**Buyer(s) has received the Seller’s Installation Limited Warranty and Service Agreement for Pella products (int.) \_\_\_\_\_**

**Buyer(s) has received the Pella Products Limited warranty or reviewed at [www.pella.com/warranty](http://www.pella.com/warranty) <<<http://www.pella.com/warranty>>> (int.) \_\_\_\_\_**

**Seller is doing finishing and Buyer(s) has received the Seller’s Finish Warranty (int.) \_\_\_\_\_ or**

**Product is finished by Pella and the finish is covered as set forth in the Pella Limited Product Warranty(ies) (int.) \_\_\_\_\_ or**

**Product is not finished by Seller or Pella and Buyer(s) will undertake prompt finishing in accordance with applicable instructions (int.) \_\_\_\_\_ .**

**Pella Windows and Doors is not responsible for the removal or reinstallation of existing alarm contacts. It is the responsibility of the customer to have the alarm contacts re-installed by the alarm company of choice. The installers can remove the existing contacts - if you choose, but are not responsible for replacing them in the event that they are damaged during removal. \_\_\_\_\_**

**Customer is aware that the clear oak threshold doesn’t match the color/stain of the Impervia/Designer/Architect sliding & hinged doors & fiberglass entry door systems. \_\_\_\_\_**

**Please Read All Applicable Warranties Before Signing as The Terms May Condition or Limit Your Rights Under This Contract**

**I have reviewed each line on the contract with the sales representative and clearly understand the hinging, venting and color is correct, and all products are viewed from the exterior. Customer Initials \_\_\_\_\_, Sales Rep Initials \_\_\_\_\_ .**

**TERMS AND CONDITIONS**

**ARTICLE 1 - SCOPE OF WORK. PWD-Baton Rouge, LLC (“Pella Windows and Doors” or “Seller”) is a wholly-owned subsidiary of Pella Corporation (“Pella”). Seller shall provide and install the products and accessories and provide the services described above on premises of the Buyer(s) identified as the Project/Delivery Address (the “Property”).**

**All work to be performed during normal working hours of 7:00 a.m. to 5:00 pm Monday-Friday, unless other arrangements are made. Depending on the Buyer(s)’ product choice and the required installation method, Seller cannot guarantee that the newly installed Pella product will line up with the original paint line or wallpaper, and the new Pella product may result in less visible glass area than that of the original product. Final sizes may vary to ensure proper fit and to meet installation specifications.**

**ARTICLE 2 - PRICE AND PAYMENT TERMS. Buyer(s) agrees to pay Seller the amount set forth in this Contract (the “Contract Price”) and any sums due in addition for taxes or other charges expressly allowed under the Contract. The Contract Price does not include any taxes, including sales, consumer, use and similar taxes. Taxes shall be added to the Contract Price. Buyer(s) shall deposit (the “Deposit”) with Seller immediately upon execution of this Contract the**

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at [www.pella.com](http://www.pella.com)

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amount set forth on the first page of this Contract. If installation services are deferred at Buyer(s)' request beyond 7 days of the scheduled date set forth in this Contract, the Contract Price shall be subject to a 2% of Contract Price or \$25 a month warehousing charge, whichever is greater. The Buyer(s) shall pay the remainder of the Contract Price immediately upon substantial completion of the services provided under this Contract. If the Buyer(s) fails to pay all amounts when due, the Buyer(s) agrees to pay a finance charge on the unpaid balance at the lesser of 1% per month or the maximum rate allowed by state and local law upon the earliest date allowed by state and local law. If the Buyer(s) fails to pay any amount due under this Contract, the Buyer(s) agrees to pay reasonable attorneys' fees and collection costs and expenses that Seller incurs in enforcing its rights to payment under this Contract. Seller hereby gives notice of its lien rights as a provider of goods and services to the improvement of Buyer(s)' real property and of its intention to assert those rights in the event Buyers fail to make payment for the goods and services furnished as required by this Contract.

**ARTICLE 3 - CANCELLATION.** BUYER(S) MAY CANCEL THIS CONTRACT BY GIVING SELLER WRITTEN NOTICE TO SELLER PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS CONTRACT. If Buyer(s) cancels the Contract after the third business day, the Buyer(s) forfeits the entire Deposit. Furthermore, if this Contract provides for product specially made or the product has been delivered to the job site, the Buyer(s) agrees to pay the entire Contract Price and taxes attributable to the products as liquidated damages. In such event, Buyer(s) will be entitled to keep the products.

**ARTICLE 4 - CHANGES.** Any notice or instruction from Buyer(s) received after execution of this Contract, which has the effect of changing the terms or scope of this Contract will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of the change by Seller in writing. Deletion of specific Goods shall be subject to the terms of the Cancellation provision of these Terms and Conditions.

**ARTICLE 5 - ACCEPTANCE OF WORK.** All work performed and materials supplied under this Contract shall be deemed in full compliance unless Seller is notified by Buyer(s) in writing to the contrary within five (5) days following substantial completion of installation.

**ARTICLE 6 - TIME FOR COMPLETION.** The work described under the terms of this Contract shall begin on or about the date indicated. Seller shall provide Buyer(s) with at least seventy-two (72) hours notice of the commencement of work on the Project. Seller shall make reasonable effort to complete the Project in a timely manner but there is no guarantee that shipment and installation will occur on the proposed date. Seller, installer and Pella shall not be liable for any direct, indirect or consequential damage or loss caused by delay in shipment or delay in installation for any reason.

**ARTICLE 7 - PROBLEMATIC SITE CONDITIONS.** If Seller is aware of conditions that make installation difficult, inefficient, or otherwise compromise the performance of the Products, including such conditions as water infiltration, mold, damaged or rotted framing or structural members, termites, wiring, or plumbing that must be moved, construction defects, lead paint, or asbestos, Seller shall have no obligation under this agreement to repair such conditions, but Seller may notify Buyer(s) of such conditions and the Contract Price shall be amended for any cost increases resulting from such conditions. If, in Seller's opinion, site conditions render performance hazardous or impracticable, it shall so notify Buyer(s) and the Contract may be terminated pursuant to Article 8 of this Contract. Seller may become aware of such conditions but is not responsible for discovering such conditions, determining the extent of such conditions, repairing such conditions or notifying Buyer(s) of such conditions.

**ARTICLE 8 - SELLER'S TERMINATION.** Seller, in its sole discretion, may terminate this Contract if the work is stopped for a period of thirty (30) consecutive days through no fault of Seller; or for conditions described in Article 7 above or if Buyer(s) defaults on any of its obligations contained in this Contract and does not cure said defaults within a reasonable period of time. In the event of such termination, Seller is entitled to recover from Buyer(s) such remedies as set forth under the cancellation provision (Article 3) contained in this Contract and any sums owed under the Contract, including the recovery of reasonable

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**attorneys' fees incurred in the exercise of Seller's rights under this Contract.**

**ARTICLE 9 - WARRANTY AND LIMITATIONS.** Seller warrants the installation services only as set forth in the Seller's Installation Limited Warranty and Service Agreement, which is made a part of this Contract. The Seller's Installation Limited Warranty and Service Agreement, is available from Seller upon request and may (but need not) be attached hereto or enclosed herewith. All product warranties for products manufactured by Pella or others are direct from Pella or others, respectively. Seller also agrees to service the Pella products purchased by Buyer(s) for an 8-year period starting from the date of the expiration of the Installation Limited Warranty pursuant to the conditions and limitations set forth in the Service Agreement, which is made a part of this Contract. Pella warrants its products only as set forth in Pella's separate product limited warranties, which are made a part of this Contract. The product limited warranties for Pella products are available from Pella upon request and at [www.pella.com/warranty](http://www.pella.com/warranty), and may (but need not) be attached hereto or enclosed herewith. Other manufacturer warranties can be obtained directly from such manufacturer. Certain Pella products contain a factory finish. If the products purchased by Buyer(s) contain a factory finish, this finishing will be warranted as part of Pella's Product Warranties. These warranties are available at [www.pella.com/warranty](http://www.pella.com/warranty). Seller's or Pella's stain and paint color samples are produced as accurately as possible; however, actual colors may vary from these samples and from batch to batch. Because wood is a natural product, each window or door will display its own personality with regard to variation in color, texture, and grain pattern. Natural wood variations include distinctive grain patterns or unusual shadings and color. Buyer(s) may have been shown stain and paint samples in the color of Buyer(s)' choosing that show some, but not all, of the possible variations that can occur during the finishing process. Due to the nature of using natural products, Seller or Pella cannot be responsible for the actual degree of variation that occurs in Buyer(s)' window or door purchase. If the Buyer(s) elects finishing by the Seller, Seller warrants the finishing only as set forth in the separate 2-Year Finishing Warranty. The 2-Year Finishing Warranty is available from Seller upon request and may (but need not) be attached hereto or enclosed herewith. Where applicable, all terms and limitations of the 2-Year Finishing Warranty are made a part of this Contract as if expressly set forth herein. If finishing is not selected from the Seller or from the factory, Buyer(s) is responsible for finishing. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST REDHIBITORY VICES . IN NO EVENT SHALL SELLER OR PELLA OR ITS SUBSIDIARIES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCT OR WORK.

**ARTICLE 10 - WAIVER OF SUBROGATION.** Buyer(s) waives all rights to recover against Seller any losses covered by Buyer(s)' property insurance and waives all rights of subrogation for losses to the extent covered by insurance.

**ARTICLE 11 - LIMITATION OF SUITS.** Any controversy or claim arising out of, or relating to, the sale and/or installation of Products must be commenced within one (1) year after the cause of action has accrued.

**ARTICLE 12 - SUBCONTRACTORS.** Seller may contract with subcontractors to perform some or all of the installation work. Buyer(s) authorizes Seller to utilize subcontractors for all or any portion of the work.

**ARTICLE 13 - MISCELLANEOUS PROVISIONS.** Seller offers this service and products, and Buyer(s) accepts them, subject to the foregoing conditions of sale and limitations of warranty and liability, which may be modified only by written contract signed by a duly authorized representative of Seller. This Contract contains the entire understanding of the parties concerning the subject matter hereof and supersedes all previous understandings relating thereto, whether oral or written. If any one or more of the provisions of this Contract shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Contract shall not be affected. Buyer(s) may not assign this Contract, in whole or in part, without prior written consent of Seller. This Contract shall be governed by and construed in accordance with the laws of the state of Louisiana. **SELLER AND BUYER(S) MUTUALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY CLAIM OR DISPUTE BETWEEN THE PARTIES.**

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**ARTICLE 14 - PHOTOGRAPHS AND/OR PROJECT DETAILS.** You authorize Seller, its affiliates and/or subsidiaries to use, reproduce, and/or publish photographs and/or video that may pertain to you and your project without compensation. You understand that this material may be used in various communications (e.g. Website, e-newsletters, promotional materials, etc.) Consequently, Seller may publish materials, photographs, and/or make reference to the project in a manner that the

company deems appropriate.

**Escrow Account.** YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

**Notice of Right to Cancel.** YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETURN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE, OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO PWD- Baton Rouge, LLC AT 15470 Airline Hwy, Baton Rouge, LA 70817 NOT LATER THAN MIDNIGHT OF

DATE: \_\_\_\_\_ (3 days after signing of contract).

| <b>Order Totals</b>     |                    |
|-------------------------|--------------------|
| Taxable Subtotal        | \$14,100.25        |
| Sales Tax @ 0%          | \$0.00             |
| Non-taxable Subtotal    | \$2,733.75         |
| <b>Total</b>            | <b>\$16,834.00</b> |
| <b>Deposit Received</b> | <b>\$8,417.00</b>  |
| <b>Amount Due</b>       | <b>\$8,417.00</b>  |

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature